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Camryn J. Rouse

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH**

CAMRYN J. ROUSE,

Plaintiff,

v.

EXPERIAN INFORMATION SOLUTIONS,  
INC., and UTAH COMMUNITY FEDERAL  
CREDIT UNION D/B/A UTAH COMMUNITY  
CREDIT UNION

Defendants.

Case No.:

**COMPLAINT FOR DAMAGES FOR  
VIOLATIONS OF THE FAIR CREDIT  
REPORTING ACT, U.S.C. 15 U.S.C §§  
1681, ET SEQ.;**

**JURY TRIAL DEMANDED**

**INTRODUCTION**

1. Plaintiff Camryn J. Rouse ("Plaintiff") brings this action against Experian Information Solutions, Inc. ("Experian") and Utah Community Federal Credit Union d/b/a Utah Community Credit Union ("UCCU") (or jointly as "Defendants") to secure redress for violations of the Fair



1 Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 et seq.

2 2. Since approximately August of 2023, Defendants have been reporting inaccurate information  
3 regarding Plaintiff’s alleged debt.

4 3. Plaintiff filed for Chapter 7 Bankruptcy in the district court of Utah (Case No. 19-21421)  
5 resulting in the discharge of the UCCU accounts on June 20, 2019. Therefore, as of June 20,  
6 2019, both UCCU accounts should have been reporting a balance of \$0 with a status of  
7 “included in bankruptcy”.

8 4. Defendants have continued to inaccurately report the UCCU accounts as “Account Charged  
9 Off. \$470 past due as of Jan. 2021” and “Account Charged Off. \$547 past due as of Jul. 2023.”

10 5. Despite Plaintiff’s multiple disputes of the incorrect reporting, each Defendant has failed to do  
11 a reasonable investigation into Plaintiff’s disputes, in violation of the FCRA.

12 6. Plaintiff, by and through Plaintiff’s counsel, brings this action for actual damages, statutory  
13 damages, punitive damages, attorneys fees, and costs against Defendants for violations of the  
14 FCRA.

15 7. Plaintiff makes these allegations on information and belief, with the exception of those  
16 allegations that pertain to the Plaintiff, or to the Plaintiff’s counsel, which Plaintiff alleges on  
17 personal knowledge.

18 8. While many violations are described below with specificity, this Complaint alleges violations  
19 of the statutes cited in their entirety.

20 9. All violations by Defendants were knowing, willful, and intentional, and Defendants did not  
21 maintain procedures reasonably adapted to avoid any such violations.

22 10. Unless otherwise indicated, the use of Defendants’ names in this Complaint includes all agents,  
23 principles, managing agents, employees, officers, members, directors, heirs, successors, assigns,  
24 principals, trustees, sureties, subrogees, representatives, and insurers of those Defendants  
25 named.

26 11. Unless otherwise stated, all the conduct engaged in by Defendants occurred in the State of Utah.

27 12. At all times relevant, Plaintiff was an individual residing within the State of Utah.

28 13. All correspondence from Defendants referenced herein was sent to Plaintiff at an address

1 located within the State of Utah.

2 **THE FCRA**

- 3 14. The FCRA, found at 15 U.S.C. § 1681, et seq, was originally enacted in 1970. The express  
4 purpose of the FCRA was to require that consumer reporting agencies adopt and implement  
5 “reasonable procedures” for ensuring that credit information about a consumer was collected,  
6 maintained, and dispensed “in a manner which is fair and equitable to the consumer with regard  
7 to the confidentiality, accuracy, relevancy and proper utilization of such information...” FCRA,  
8 15 U.S.C. §1681(b); *Safeco Ins. Co. of Am. v. Burr* (2007) 551 U.S. 47, 127 S.Ct. 2201, 2205.  
9 The Congressional findings noted that “[t]here is a need to insure that consumer reporting  
10 agencies exercise their grave responsibilities with of fairness, impartiality and respect for the  
11 consumer’s privacy.” FCRA, 15 U.S.C. § 1681(a)(4). The FCRA also imposes duties on the  
12 sources that provide credit information to credit reporting agencies, who are called “furnishers.”  
13 15. Under the FCRA, the term “consumer report means any written, oral or other communication  
14 of any information by a consumer reporting agency bearing on a consumer’s creditworthiness,  
15 credit standing, credit capacity, character, general reputation, personal characteristics, or mode  
16 of living, which is used or expected to be used or collected in whole or in part for the purpose  
17 of serving as a factor in the underwriting of credit transactions involving the consumer.”

18 **JURISDICTION AND VENUE**

- 19 16. Jurisdiction of this court arises pursuant to 28 U.S.C. § 1331, which grants this court original  
20 jurisdiction of all civil actions arising under the law of the United States, 15 U.S.C. § 1681p  
21 (FCRA).  
22 17. This action arises out of Defendants’ violations of the FCRA, 15 U.S.C. § 1681 et seq.  
23 18. This Court has personal jurisdiction over Defendants as they do business within the State of  
24 Utah, have sufficient minimum contacts with this state, and otherwise purposefully availed  
25 themselves of the markets in the State of Utah through the promotion, sale, and marketing of  
26 their products and services within this state, to render the exercise of jurisdiction by this Court  
27 proper.  
28 19. Venue is proper in this District pursuant to 28 U.S.C § 1391 because the acts and transactions

1 occurred here, Plaintiff resides here, and Defendants transact business here. Furthermore,  
2 Defendant UCCU has its principal place of business in Provo, Utah.

3 **PARTIES**

4 20. Plaintiff is a natural person who resides in the County of Washington in the State of Utah.  
5 Plaintiff is a “consumer” as defined by 15 U.S.C. § 1681a(c).

6 21. Defendant Experian Information Solutions, Inc. is a California corporation operating from an  
7 address of 475 Anton Blvd. Costa Mesa, CA 92626, and is a “person” as defined by 15 U.S.C.  
8 § 1681a(b).

9 22. Defendant Utah Community Federal Credit Union d/b/a Utah Community Credit Union is a  
10 Utah cooperative operating from an address of 360 W 4800 N Suite E160, Provo, UT 84604,  
11 and is a “person” as defined by 15 U.S.C. § 1681a(b).

12 **FACTUAL ALLEGATIONS**

13 23. Plaintiff is an individual residing in the County of Washington in the State of Utah.

14 24. Plaintiff is informed and believes, and thereon alleges, that at all times relevant, Defendants  
15 conducted and continue to conduct business in the State of Utah.

16 25. Defendants have been inaccurately reporting Plaintiff’s alleged debt since approximately  
17 August 2023.

18 26. Plaintiff filed for Chapter 7 Bankruptcy (Case No. 19-21421) which resulted in the discharge of  
19 the two UCCU accounts in question. Therefore, in accordance with the discharge, the accounts  
20 should have been reporting a balance of \$0, and a status of “included in bankruptcy” as of June  
21 20, 2019.

22 27. However, Defendants have continued to report the alleged debt without regard to the  
23 bankruptcy’s ruling.

24 28. Plaintiff reviewed her Experian disclosure (credit report) prior to August 31, 2023 and  
25 discovered the discrepancies. Specifically, the line of credit UCCU Account No. 20013014 was  
26 reporting as follows: Status: “Account charged off. \$470 written off. \$470 past due as of Jan  
27 2021” and a balance of “\$470 as of Jan 2021.” The credit card UCCU account, Account No.  
28 20013014 was reporting as follows: Status: “Account charged off. \$547 written off. \$547 past



1 due as of Jul 2023” and a balance of “\$547 as of Jul 2023.”

2 29. Plaintiff promptly contacted Defendants to notify them of the mistake in its reporting, but to no  
3 avail.

4 30. On August 31, 2023, Experian reported the following inaccurate information:

5 a. UTAH COMMUNITY FCU. Partial Account Number 20013014. Status: “Account charged  
6 off. \$470 written off. \$470 past due as of Jan 2021” and a balance of “\$470 as of Jan 2021.”

7 b. UTAH COMMUNITY FCU. Partial Account Number 20013014. Status: “Account charged  
8 off. \$547 written off. \$574 past due as of Jul. 2023” and a balance of \$547 as of Jul 2023.”

9 31. Plaintiff disputed the information on this credit report as it pertains to the UCCU accounts,  
10 however, nothing was done, and the flawed reporting continued.

11 32. Specifically, on or around March 12, 2024, Plaintiff mailed a full dispute letter to Defendant  
12 Experian asserting that Experian and UCCU had been incorrectly reporting two UCCU accounts  
13 and requested immediate correction.

14 33. Plaintiff’s letter indicated that Account Number 200130XXXXXX, reporting a status of “Account  
15 charged off” for the balances of “\$470 as of Jan. 2021”, and “\$547 as of Jan. 2025”, are incorrect  
16 because both were discharged in the Chapter 7 Bankruptcy in the district court of Utah (Case No.  
17 19-21421).

18 34. Further, Plaintiff’s letter requested that if Experian was not to correct the entry, a 100-word  
19 statement on her credit report of all of the disputed information contained in the letter, need be  
20 provided.

21 35. However, on or around January 6, 2025, Plaintiff received a report from Experian reinstating the  
22 inaccurate reporting of the two UCCU accounts. Experian stated: “The company that reported the  
23 information has certified to Experian that the information is accurate. This item was not changed  
24 as a result of our processing of your dispute.”

25 36. As such, Defendants have continued to maintain that Plaintiff owes the alleged debt by indicating  
26 the UCCU accounts were “charged off.”

27 37. Notably, on or about February 20, 2025, Experian and UCCU repeatedly reported the following  
28 inaccurate information:

1 a.UTAH COMMUNITY FCU. Account Number 200130XXXXXX. Status: “Account charged  
2 off. \$470 written off. \$470 past due as of Jan 2021.”

3 b.UTAH COMMUNICTY FCU. Account Number 200130XXXXXX. Status: “Account charged  
4 off. \$547 written off. \$547 past due as of Jan. 2025.”

5 38. Plaintiff’s alleged debt in her August 2023, and February 2025 credit report remain unchanged  
6 despite repeated dispute efforts.

7 39. A true and reasonable investigation would reveal Plaintiff’s bankruptcy case, and in turn, the  
8 discharge of the accounts in question.

9 40. In sum, Defendants ignored Plaintiff’s disputes and instead have continued to report and reinstate  
10 the inaccurate status and balances to Plaintiff’s credit report, even with the knowledge that these  
11 are incorrect.

12 **ACTUAL DAMAGES**

13 41. As a result of Defendants’ actions, omissions, and inactions, Plaintiff has suffered damage by loss  
14 of credit, loss of ability to purchase and benefit from credit, increased costs for credit, invasion of  
15 privacy, mental and emotional plain, anguish, humiliation and embarrassment of credit denials,  
16 amongst others. Plaintiff has further spent countless hours and suffered pecuniary loss in  
17 attempting to correct Defendants’ reporting of inaccurate and derogatory information, without  
18 success, including but not limited to time loss, charges for cellular phone usage and charges for  
19 postage.

20 42. Plaintiff’s injuries are concrete. Defendants’ conduct of reporting inaccurate and derogatory  
21 information is analogous to the common law tort of defamation. Furthermore, Congress enacted  
22 the FCRA to protect consumers from precisely the conduct described in this Complaint. Congress  
23 found that the banking system is dependent upon fair and accurate credit reporting; and that  
24 inaccurate credit reports directly impair the efficiency of the banking system, and unfair credit  
25 reporting methods undermine the public confidence, which is essential to the continued  
26 functioning of the banking system. Consequently, the FCRA was enacted to insure fair and  
27 accurate reporting, promote efficiency in the banking system and protect consumer privacy; and  
28 to ensure that consumer reporting agencies exercise their grave responsibilities with fairness,

impartiality, and a respect for the consumer's right to privacy because consumer reporting agencies have assumed such a vital role in assembling and evaluating consumer credit and other information on consumers. The alleged transgressions by Defendants would, if left unchecked in a competitive marketplace, naturally propagate had Congress not created laws to give vulnerable consumers a voice and mechanism for private enforcement.

## **CAUSES OF ACTION CLAIMED BY PLAINTIFF**

### **COUNT I**

#### **VIOLATION OF FAIR CREDIT REPORTING ACT**

#### **15 U.S.C. § 1681i**

#### **AGAINST EXPERIAN**

43. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
44. On one or more occasions within the two years prior to the filing of this suit, by example only and without limitation, Defendant Experian violated 15 U.S.C. § 1681i by failing to fully and properly investigate Plaintiff's dispute.
45. Defendant Experian understood the nature of Plaintiff's disputes when it received Plaintiff's dispute.
46. As a result of the conduct, actions and inactions of Defendant Experian, Plaintiff suffered actual damages including without limitation, by example only and as described herein on Plaintiff's behalf by counsel: loss of credit, damage to reputation, embarrassment, humiliation, and other mental and emotional distress.
47. Plaintiff was injured as a result of Defendant Experian's inaccurate reporting.
48. As a result of each and every negligent violation of the FCRA, Plaintiff is entitled to actual damages as the Court may allow pursuant to 15 U.S.C. § 1681o(a)(1); statutory damages pursuant to 15 U.S.C. § 1681n(a)(1); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2) from Defendant Experian.
49. As a result of each and every willful violation of the FCRA, Plaintiff is entitled to actual damages or damages of not less than \$100 and not more than \$1,000 pursuant to 15 U.S.C. §



1 1681n(a)(1)(A); punitive damages as the court may allow, pursuant to 15 U.S.C. § 1681n(a)(2);  
2 and reasonable attorney's fees and costs pursuant to 15 U.S.C. §1681n(a)(3) from Defendant  
3 Experian.

4 **COUNT II**

5 **VIOLATION OF FAIR CREDIT REPORTING ACT**

6 **15 U.S.C. § 1681E(B)**

7 **AGAINST EXPERIAN**

8 50. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully  
9 stated herein.

10 51. Upon information and belief, Defendant Experian did not follow reasonable procedures to assure  
11 maximum possible accuracy of the information concerning Plaintiff, in violation of 15 U.S.C. §  
12 1681e(b).

13 52. Defendant Experian's unreasonable procedures resulted in several repeated inaccuracies on  
14 Plaintiff's credit report.

15 53. Plaintiff was injured as a result of Defendant Experian's inaccurate reporting.

16 54. As a result of each and every negligent violation of the FCRA, Plaintiff is entitled to actual  
17 damages as the Court may allow pursuant to 15 U.S.C. § 1681o(a)(1); statutory damages pursuant  
18 to 15 U.S.C. § 1681n(a)(1); and reasonable attorney's fees and costs pursuant to 15 U.S.C. §  
19 1681o(a)(2) from Defendant Experian.

20 55. As a result of each and every willful violation of the FCRA, Plaintiff is entitled to actual damages  
21 or damages of not less than \$100 and not more than \$1,000 pursuant to 15 U.S.C. §  
22 1681n(a)(1)(A); punitive damages as the Court may allow, pursuant to 15 U.S.C. § 1681n(a)(2);  
23 and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from Defendant  
24 Experian.



**COUNT III**

**VIOLATION OF FAIR CREDIT REPORTING ACT**

**15 U.S.C. § 1681s-2(B)**

**AGAINST UTAH COMMUNITY FEDERAL CREDIT UNION D/B/A UTAH COMMUNITY CREDIT UNION**

56. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

57. One or more occasions within the two years prior to the filing of this suit, by example only and without limitation, Defendant UCCU violated 15 U.S.C. § 1681s-2(b) by publishing the UCCU reporting to Plaintiff's credit files with all the credit bureaus and failing to correctly report results of an accurate investigation to each other credit reporting agency.

58. As a result of the conduct, actions and inactions of Defendant UCCU, Plaintiff suffered actual damages including without limitation, by example only and as described herein on Plaintiff's behalf by counsel: loss of credit, damage to reputation, embarrassment, humiliation and other mental and emotional distress.

59. On information and belief, Plaintiff alleges that the procedures followed regarding Plaintiff's FCRA disputes through e-Oscar were the procedures that Defendant UCCU intended their employees or agents to follow.

60. The conduct, actions and inactions by Defendant UCCU was willful, rendering Defendant UCCU liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendant UCCU was negligent entitling the Plaintiff to recover under 15 U.S.C. § 1681o.

61. Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's fees from Defendant UCCU in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays that judgment be entered against each Defendant for:

- a) An award of actual damages, in an amount to be determined at trial, pursuant to 15 U.S.C. §§ 1681n and 1681o.

- b) An award of statutory damages pursuant to 15 U.S.C. §§ 1681n and 1681o.
- c) Costs and reasonable attorney's fees pursuant to 15 U.S.C. §§ 1681n and 1681o;
- d) An order directing that each Defendant immediately delete all of the inaccurate information from Plaintiff's credit report and files;
- e) An order directing that each Defendant send to all persons and entities to whom they have reported Plaintiff's inaccurate information within the last three years Plaintiff's updated and corrected credit report information;
- f) An award of punitive damages; and
- g) Award to Plaintiff of such other and further relief as may be just and proper.

**TRIAL BY JURY**

62. Plaintiff is entitled to, and demands, a trial by jury on all issues so triable.

Dated: May 30, 2025

Respectfully submitted,

**KAZEROUNI LAW GROUP, APC**

By: /s/Ryan L. McBride  
Ryan L. McBride, Esq.  
*Attorneys for Plaintiff*